

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

FILED
UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF ILLINOIS

JUL 22 2020

THOMAS P. ALLSTEADT, CLERK
INTAKE 2

19B34818

Patricia Breckenridge, Debtor

Vacate Order ^[caption] to Award Attorney Fees
Award Hardship Discharge to Debtor
NOTICE OF MOTION Full compensation for
Vehicle loss.
Return payments

TO: See attached list

PLEASE TAKE NOTICE that on August 3 - 2020 at 9⁰⁰ a.m./p.m., I will appear before the Honorable Judge Jacqueline Col. or any judge sitting in that judge's place, and present the motion of Vacate Order to Award Attorney Fees [to/ for] under Bankruptcy Rule 9024 / Section 1328(b) a copy of which is attached. Full compensation for vehicle loss. 1328(b) Return payments

This motion will be presented and heard telephonically. No personal appearance in court is necessary or permitted. To appear and be heard telephonically on the motion, you must set up and use an account with Court Solutions, LLC. You can set up an account at www.Court-Solutions.com or by calling Court Solutions at (917) 746-7476.

If you object to this motion and want it called on the presentment date above, you must file a Notice of Objection no later than two (2) business days before that date. If a Notice of Objection is timely filed, the motion will be called on the presentment date. If no Notice of Objection is timely filed, the court may grant the motion in advance without a hearing.

[Name of movant]

By: Patricia Breckenridge Patricia Breckenridge
1418 E Hyde Park Blvd Chgo IL 60615

[Name, address, telephone number, (773) 332-2521
and email address of counsel] patricia.breckenridge@
yahoo.com

CERTIFICATE OF SERVICE

I, Patricia Breckenridge, Pro Se, certify [if an attorney]/declare under penalty of perjury under the laws of the United States of America [if a non-attorney] that I served a copy of this notice and the attached motion on each entity shown on the attached list at the address shown and by the method indicated on the list on July 22, 2020, at 10:00 a.m./p.m.

Certified Mailing List/^{Return} Receipt
Certificates of Service 7/22/20

Attorney V.D. Joyner
120 S. State St. #200
Chicago, IL 60603
1(312) 332-9001

Attorney Ross Bartolotta
330 N. Wabash Ave. #3300
Chicago, IL 60611
1(630) 799-6900 #6951
1(866) 730-7802

Attorney Steve Miljus
Debt Stoppers Case #19 16827
The Semrad Law Firm, LLC
20 S. Clark St. 28th Flr.
Chicago, IL 60603
1(312) 256-8736

Attorney Mark Wheeler
Senior Staff Attorney
Tom Vaughn Trustee
55 East Monroe Street, Suite 3850
Chgo IL 60603
1(312) 542-0112 mwheeler@trch13.net

IN THE UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF ILLINOIS EASTERN DIVISION

IN RE:

Vacate Order to
Award Attorney
Fees

Patricia Breckenridge, Debtor(s)
19 B 34818

Case No.: 19 B 34818

Judge: Jacqueline P. Cox

Chapter: 13

FILED
UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF ILLINOIS

JUL 22 2020

JEFFREY P. ALLSTEADT, CLERK
INTAKE 2

Award hardship discharge
Full compensation for
Vehicle LOSS.
Return payments

MOTION TO

Now comes Patricia Breckenridge Creditor/Debtor, Pro Se, and moves this
Honorable Court for, and in support thereof, respectfully represents as follows:

1. On 12/10/2019 Debtor filed a petition for relief under Chapter 13 of the Bankruptcy Code.

2. On 7/2/2020 the Court entered an Order Granting Application for Compensation.

3. This Order should not have been entered because: I'm requesting a hardship discharge under section 1326(b) of the US Bankruptcy Code.

- a) Debtor is financially unable to pay elaborate \$4,000 attorney fees as debtor's fares are decreased as a Yellow Taxi Cab Driver and Covid-19 orders.
- b) Debtor did not sign agreement to pay Att \$4,000. after or before dismissal, no confirmation, and negligence.
- c) Attorneys Joyner, Miljus, and Bartolotta circumvented law 625 ILCS 3-14 after debtor paid 30% of contract that allowed no breach of peace as Debtor was mailed and delivered repossession more than 3 days after repossession and 10 days after letter.
- d) Att Miljus negligently did not submit \$500 Continuance Payment to Judge Cox/Trustee 11/18/20 causing repossession, loss of automatic stay and auction.
- e) All three attorneys refused to litigate Affidavit Defense.
- f) Att Joyner said 2015 Nissan Rogue would be released if I found employer with automatic payroll deduction but auctioned.

g. Att Mark Wheeler said my payments would be returned after dismissal, but instead an order was entered to award attorney fees (see attachment) Award discharge hardship. Therefore, debtor prays the Court vacate the Order entered on 6/24/20.

Pro Se

WHEREFORE, Debtor, ~~Creditor~~ prays that the Court:

- 1) Vacate order to award \$4,000 attorney fees.
- 2) Order discharge for financial hardship.
- 3) Full compensation for loss of vehicle.
- 4) Return payments

Respectfully submitted,

Patricia Breckenridge Patricia Breckenridge
Creditor/Debtor, Pro Se

19B34818

8:50

Document Page 5 of 47

LTE

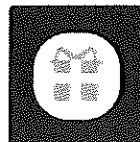
law.cornell.edu



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LII



Rule 9024. Relief from Judgment or Order

Rule 60 F.R.Civ.P. applies in
cases under the Code

except that (1) a motion to
reopen a case under the
Code or for the

reconsideration of an order
allowing or disallowing a
claim against the estate
entered without a contest is
not subject to the one year
limitation prescribed in Rule

^ (c), (2) a complaint to

8:50

LTE

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entered without a contest is not subject to the one year limitation prescribed in Rule 60(c), (2) a complaint to revoke a discharge in a chapter 7 liquidation case may be filed only within the time allowed by §727(e) of the Code, and (3) a complaint to revoke an order confirming a plan may be filed only within the time allowed by §1144, §1230, or §1330. In some circumstances, Rule 8008 governs post-judgment motion practice after an appeal has been docketed

^ d is pending

8:05

LTE

borowitzclark.com

Qualifying for a Chapter 13 Hardship Discharge



LIVE CHAT

Under Section 1328(b) of the U.S. Bankruptcy Code, a discharge may be granted to a Chapter 13 debtor who has not completed the plan if and only if:

1. The debtor's failure to complete payments under the plan is attributable to "circumstances for which the debtor should not justly be held accountable"

So, for example, a debtor who rendered unable to work by serious and ongoing medical



Online Agent

8:05

LTE

borowitzclark.com

the plan is attributable to
“circumstances for which the
debtor should not justly be
held accountable”

LIVE CHAT

So, for example, a debtor who is rendered unable to work by a serious and ongoing medical condition would typically satisfy this requirement. But, if the debtor voluntarily quit his job to start a business that won't generate significant revenues for a long time (if ever) or was fired for cause, the court would likely determine that the debtor could justly be held accountable for his failure to make plan payments, and so would likely deny a discharge.

2. Each unsecured creditor
with an allowed claim has



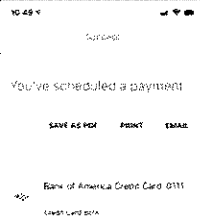
3:36 1

Page 9 of 47

[Accounts](#)[Dashboard](#)[Products](#)**Hello, Patricia****My Rewards**

Bank of America

Adv Plus Banking - 7186

\$27.11**VIEW****OPEN NEW ACCOUNT**

Easily make and schedule
payments with Bill Pay

[Check it out](#)**APPOINTMENT**

Let's meet

We'll connect you with a specialist at a time
that works for you.



Accounts



Transfer | Zelle®



Bill Pay



Deposit Checks



Menu

Transit Administration Center

3351 W. ADDISON CHICAGO IL. 60618 (773) 463-7072

DRIVER STATEMENT OF ACCOUNT

PATRICIA A BRECKENRIDGE

104779

Trans. ID: 5892073

7/21/2020 9:26:20 AM

Category

Amount

CREDIT

CREDIT CARD

91.18

91.18

PAYMENT

PAYMENT - CASH

91.18

91.18

Bond Bal 225.00

Save Bal

Signature:

Transit Administration Center

3351 W. ADDISON CHICAGO IL. 60618 (773) 463-7072

DRIVER STATEMENT OF ACCOUNT

PATRICIA A BRECKENRIDGE

104779

Trans. ID: 5891085

7/13/2020 9:03:38 AM

Category

Amount

CREDIT

CREDIT CARD

50.97

50.97

PAYMENT

PAYMENT - CASH

50.97

50.97

Bond Bal 225.00

Save Bal

Signature:

Transit Administration Center

3351 W. ADDISON CHICAGO IL. 60618 (773) 463-7072

DRIVER STATEMENT OF ACCOUNT

PATRICIA A BRECKENRIDGE

104779

Trans. ID: 5890786

7/9/2020 3:15:28 PM

Category

Amount

CREDIT

CREDIT CARD

49.52

49.52

PAYMENT

PAYMENT - CASH

49.52

49.52

Bond Bal 225.00

Save Bal

Signature: _____

Transit Administration Center

3351 W. ADDISON CHICAGO IL. 60618 (773) 463-7072

DRIVER STATEMENT OF ACCOUNT

PATRICIA A BRECKENRIDGE

104779

Trans. ID: 5891912

7/20/2020 11:40:04
AM

9

Category	Amount
CREDIT	
FARES	31.25
	31.25
PAYMENT	
PAYMENT - CASH	31.25
	31.25

Bond Bal 225.00

Save Bal

Signature: _____

Transit Administration Center

3351 W. ADDISON CHICAGO IL. 60618 (773) 463-7072

DRIVER STATEMENT OF ACCOUNT

PATRICIA A BRECKENRIDGE

104779

Trans. ID: 5891865

7/20/2020 9:11:58 AM

Category

Amount

CREDIT

CREDIT CARD

81.29

FARES

5.75

87.04

PAYMENT

PAYMENT - CASH

87.04

87.04

Bond Bal 225.00

Save Bal

Signature:

Transit Administration Center

3351 W. ADDISON CHICAGO IL. 60618 (773) 463-7072

DRIVER STATEMENT OF ACCOUNT

PATRICIA A BRECKENRIDGE

104779

Trans. ID: 5889286

6/26/2020 9:36:04 AM

Category

Amount

CREDIT

CREDIT CARD

129.31

129.31

PAYMENT

PAYMENT - CASH

129.31

129.31

Bond Bal 225.00

Save Bal

Signature:

Transit Administration Center

3351 W. ADDISON CHICAGO IL. 60618 (773) 463-7072

DRIVER STATEMENT OF ACCOUNT**PATRICIA A BRECKENRIDGE****104779****Trans. ID: 5888107****6/16/2020 10:15:47
AM****Category****Amount****CHARGE**

DRIVER MISC - Meter Supply Sales

1.00

1.00**CREDIT**

CREDIT CARD

145.84

145.84**PAYMENT**

PAYMENT - CASH

144.84

144.84**Bond Bal 225.00****Save Bal****Signature:** _____

Transit Administration Center

3351 W. ADDISON CHICAGO IL. 60618 (773) 463-7072

DRIVER STATEMENT OF ACCOUNT

PATRICIA A BRECKENRIDGE

104779

Trans. ID: 5887829

6/13/2020 1:47:22 PM

Category

Amount

CREDIT

CREDIT CARD

59.70

59.70

PAYMENT

PAYMENT - CASH

59.70

59.70

Bond Bal 225.00

Save Bal

Signature:

Transit Administration Center

3351 W. ADDISON CHICAGO IL. 60618 (773) 463-7072

DRIVER STATEMENT OF ACCOUNT

PATRICIA A BRECKENRIDGE

104779

Trans. ID: 5888541

6/19/2020 3:47:58 PM

Category

Amount

9

CREDIT

CREDIT CARD

127.12

127.12

PAYMENT

PAYMENT - CASH

127.12

127.12

Bond Bal 225.00

Save Bal

Signature:

Transit Administration Center

3351 W. ADDISON CHICAGO IL. 60618 (773) 463-7072

DRIVER STATEMENT OF ACCOUNT**PATRICIA A BRECKENRIDGE****104779****Trans. ID: 5887799****6/13/2020 9:48:39 AM****Category****Amount****CHARGE**

DRIVER BOND

25.00

25.00**CREDIT**

CREDIT CARD

55.92

55.92**PAYMENT**

PAYMENT - CASH

30.92

30.92**Bond Bal 225.00****Save Bal****Signature:**

Transit Administration Center

3351 W. ADDISON CHICAGO IL. 60618 (773) 463-7072

DRIVER STATEMENT OF ACCOUNT**PATRICIA A BRECKENRIDGE****104779****Trans. ID: 5887600****6/11/2020 11:39:32
AM****Category****Amount****CHARGE**

DRIVER BOND

25.00

25.00**CREDIT**

CREDIT CARD

109.95

109.95**PAYMENT**

PAYMENT - CASH

84.95

84.95**Bond Bal 200.00****Save Bal****Signature:**

Transit Administration Center

3351 W. ADDISON CHICAGO IL. 60618 (773) 463-7072

DRIVER STATEMENT OF ACCOUNT**PATRICIA A BRECKENRIDGE****104779****Trans. ID: 5887011****6/6/2020 11:53:10 AM****Category****Amount****CHARGE**

DRIVER BOND

25.00

25.00**CREDIT**

CREDIT CARD

147.10

147.10**PAYMENT**

PAYMENT - CASH

122.10

122.10**Bond Bal 150.00****Save Bal****Signature:** _____

Transit Administration Center

3351 W. ADDISON CHICAGO IL. 60618 (773) 463-7072

DRIVER STATEMENT OF ACCOUNT**PATRICIA A BRECKENRIDGE****104779****Trans. ID: 5887310****6/9/2020 1:35:39 PM****Category****Amount****CHARGE**

DRIVER BOND

25.00

25.00**CREDIT**

CREDIT CARD

72.99

72.99**PAYMENT**

PAYMENT - CASH

47.99

47.99**Bond Bal 175.00****Save Bal****Signature:** _____

Transit Administration Center

3351 W. ADDISON CHICAGO IL. 60618 (773) 463-7072

DRIVER STATEMENT OF ACCOUNT**PATRICIA A BRECKENRIDGE****104779****Trans. ID: 5886289****6/1/2020 12:08:11 PM****Category****Amount****CHARGE**

DRIVER BOND

25.00

25.00**CREDIT**

CREDIT CARD

231.37

FARES

15.00

246.37**PAYMENT**

PAYMENT - CASH

221.37

221.37**Bond Bal 100.00****Save Bal****Signature:** _____

Transit Administration Center

3351 W. ADDISON CHICAGO IL. 60618 (773) 463-7072

DRIVER STATEMENT OF ACCOUNT

PATRICIA A BRECKENRIDGE

104779

Trans. ID: 5886574

6/3/2020 10:06:52 AM

9

Category	Amount
CHARGE	
DRIVER BOND	25.00
	25.00
CREDIT	
CREDIT CARD	198.66
	198.66
PAYMENT	
PAYMENT - CASH	173.66
	173.66

Bond Bal 125.00

Save Bal

Signature: _____

CITY OF CHICAGO UNIFORM TAXICAB LEASE AGREEMENT

FOR TAXICAB MEDALLION LICENSE NUMBER: **326 TX**

THIS DOCUMENT MUST BE KEPT IN VEHICLE AT ALL TIMES and IS NOT VALID UNLESS COMPLETED AND SIGNED.

1. Lease Type (Check One Box)

- ☐ 12 Hour Daily Lease ☐ 12 Hour Weekly Lease* (See Below)
☐ 24 Hour Daily Lease ☒ 24 Hour Weekly Lease ☐ Medallion License Only Lease

2. Lease Term

FROM 7/20/2020 5:30 PM AM/PM TO 7/27/2020 at 5:30 PM AM/PM
Start Date (MM/DD/YEAR) Time (HH:MM) End Date (MM/DD/YEAR) Time (HH:MM)

3. Public Chauffeur / Lessee Information

CF# 104779

PATRICIA A BRECKENRIDGE

773-332-2521

Print First Name & Last Name

Phone Number with Area Code

[Signature]
Lessee's Signature

7/20/2020

Date Signed (MM/DD/YYYY)

4. Taxicab Vehicle Information

TOYOTA CAMRY 2015 YELLOW CAB
Make Model Year Affiliation
Fuel Source: ☐ Gasoline ☒ Hybrid ☐ CNG ☐ Other _____ WAV: ☐ Yes ☐ No

5. Total Taxicab Lease Amount with GTT/Accessibility Fund and Worker's Comp Fees

VEHICLE
TIER
NUMBER

1

TOTAL
LEASE
AMOUNT

\$243.50

GTT &
ACCESSABILITY
FEE

LESSEE'S
WORKER'S
COMP. INS.

\$31.50

6. Lessor Listed Below in the (Check One Box): ☐ Medallion Manager ☒ Medallion Owner

I certify that all the information on this lease is true, correct, and accurately reports the terms and conditions of the full taxicab lease agreement in compliance with the Municipal Code of Chicago and applicable rules and regulations.

13C TAXI INC

Management Company Name (If Applicable)

ZOILA M ABUKATAB

773.552.4800

Lessor Name (Please Print)

Lessor 24-Hour Phone Number with Area Code

ZOILA M ABUKATAB

7/20/2020

Signature of Lessor

Date Signed (MM/DD/YYYY)

SEE PAGE 2 FOR LEASE RATES AND FEES INFORMATION

KEEP A COPY OF ALL LEASES FOR YOUR RECORDS • REPORT LEASE OVERCHARGE COMPLAINTS TO 311

BACPPV@cityofchicago.org • www.cityofchicago.org/bacp

No \$4000 agreement
Signed for dismissal
and no confirmation.
No creditors paid

RECEIPT DATE 10/10/19 No. 827305

RECEIVED FROM Patricia Breckenridge \$ 1000.00

FOR RENT Legal fees DOLLARS

ACCOUNT	<u>4310</u>	<u>00</u>
PAYMENT	<u>1000</u>	<u>00</u>
BAL. DUE	<u>3710</u>	<u>00</u>

☒ CASH \$1000
☐ CHECK FROM TO
☐ MONEY ORDER
☐ CREDIT CARD

BY [Signature]

3-11

b plan never confirmed-negligence

UNITED STATES BANKRUPTCY COURT, NORTHERN DISTRICT OF ILLINOIS, EASTERN DIVISION

RE: PATRICIA A BRECKENRIDGE

) Case No. 19 B 34818

Debtor) Chapter 13

) Judge: JACQUELINE P COX

NOTICE OF MOTION

PATRICIA A BRECKENRIDGE

JOYNER LAW OFFICE

via Clerk's ECF noticing procedures

1418 E HYDE PARK BLVD #204
CHICAGO, IL 60615

Please take notice that on March 16, 2020 at 10:30 am my designee or I will appear before the Honorable Judge JACQUELINE P COX at 219 South Dearborn Courtroom 680, Chicago, IL and present the motion set forth below.

I certify under penalty of perjury that this office caused a copy of this notice to be delivered to the persons named above by U.S. mail at 55 E Monroe St., Chicago, IL 60603 or by the methods indicated on February 05, 2020.

/s/ Tom Vaughn

TRUSTEE'S MOTION TO DISMISS FOR UNREASONABLE DELAY

Now comes Tom Vaughn, Trustee in the above entitled case and moves the Court to dismiss this case in support thereof state:

1. On December 10, 2019 the Debtor filed a petition and plan under Chapter 13 of Title 11 U.S.C.
2. That the above-captioned plan has not yet been confirmed.
3. That the Debtor has caused unreasonable delay that is prejudicial to creditors by failing to:

Amend schedule I - to add income and correct income from tax refund should be \$172.75 and amend plan - #2.3 - for tax submit language.

WHEREFORE, the Trustee prays that this case be dismissed for unreasonable delay by the debtor pursuant to 11 U.S.C. § 1307 (c) (1).

Respectfully submitted

/s/ Tom Vaughn

TOM VAUGHN
CHAPTER 13 TRUSTEE
55 E. Monroe Street, Suite 3850
Chicago, IL 60601
(312) 294-5900

1418 E HYDE PARK BLVD #204
CHICAGO, IL 60615

DATE: 12/16/19
CASE NO. 19 B 34818
CURRENT STATUS OF CASE: OPEN CASE

Our records indicate the following:

Through the above date, the debtor has paid the Trustee a total of \$0.00.
The plan payments are \$0.00 MONTHLY.

The debtor's attorney is

JOYNER LAW OFFICE
120 S STATE ST #200
CHICAGO, IL 60603

(312) 332-9001

Payments received in last 12 months:

[> 1

The plan balances are as follows:

CREDITOR NAME	CREDITOR TYPE	LAST DISB DATE	LAST DISB AMOUNT	DISBURSE ANNUAL	CLAIM AMOUNT	TOTAL TO BE PAID	INTEREST PAID	BALANCE OWED
JOYNER LAW OFFICE	ATTORNEY FEE	N/A	0.00	\$0.00	NOT FILED	0.00	0.00	0.00
PATRICIA A BRECKENRIDGE	DEBTOR REFUND	N/A	0.00	\$0.00	NOT FILED	0.00	0.00	0.00
NISSAN MOTOR ACCEPTANCE CORP	SECURED VEHICLE	N/A	0.00	\$0.00	13,000.00	13,000.00	0.00	13,000.00
NISSAN MOTOR ACCEPTANCE CORP	UNSECURED	N/A	0.00	\$0.00	NOT FILED	0.00	0.00	1,356.52
IL DEPT OF REVENUE	PRIORITY	N/A	0.00	\$0.00	NOT FILED	0.00	0.00	0.00
IRS	NOTICE ONLY	N/A	0.00	\$0.00	0.00	0.00	0.00	0.00
AARP	UNSECURED	N/A	0.00	\$0.00	NOT FILED	0.00	0.00	32.52
AARP MEDICARE RX PLANS	UNSECURED	N/A	0.00	\$0.00	NOT FILED	0.00	0.00	4.38
AMERICASH LOANS LLC	UNSECURED	N/A	0.00	\$0.00	NOT FILED	0.00	0.00	141.40
GM Financial	NOTICE ONLY	N/A	0.00	\$0.00	0.00	0.00	0.00	0.00
CAROLINE J SMITH & ASSOCIATES PC	NOTICE ONLY	N/A	0.00	\$0.00	0.00	0.00	0.00	0.00
CITY OF CHICAGO	UNSECURED	N/A	0.00	\$0.00	NOT FILED	0.00	0.00	96.15
CITY OF CHGO CHAUFFEURS LICENSE	UNSECURED	N/A	0.00	\$0.00	NOT FILED	0.00	0.00	14.14
COMCAST	UNSECURED	N/A	0.00	\$0.00	NOT FILED	0.00	0.00	28.28
COMMONWEALTH EDISON	UNSECURED	N/A	0.00	\$0.00	NOT FILED	0.00	0.00	25.38
CREDIT ONE BANK	UNSECURED	N/A	0.00	\$0.00	NOT FILED	0.00	0.00	35.35
CREDIT UNION 1	UNSECURED	N/A	0.00	\$0.00	NOT FILED	0.00	0.00	35.35
GEICO CASUALTY COMPANY	UNSECURED	N/A	0.00	\$0.00	NOT FILED	0.00	0.00	56.56
GEICO CASUALTY COMPANY	UNSECURED	N/A	0.00	\$0.00	NOT FILED	0.00	0.00	56.56
IL TOLLWAY AUTHORITY	NOTICE ONLY	N/A	0.00	\$0.00	0.00	0.00	0.00	0.00
PEOPLES ENERGY CREDIT UNION	UNSECURED	N/A	0.00	\$0.00	NOT FILED	0.00	0.00	14.14
PROGRESSIVE INSURANCE	UNSECURED	N/A	0.00	\$0.00	NOT FILED	0.00	0.00	106.05
T-MOBILE/T-MOBILE USA INC	UNSECURED	N/A	0.00	\$0.00	NOT FILED	0.00	0.00	28.28
U.S Department of Education	UNSECURED	N/A	0.00	\$0.00	NOT FILED	0.00	0.00	13,708.59
MCKEY & POAGUE REAL ESTATE	NOTICE ONLY	N/A	0.00	\$0.00	0.00	0.00	0.00	0.00
TOM VAUGHN	TRUSTEE FEE					1640.53	1640.53	1,640.53

Projected Total Due: \$30,380.18
Funds on Hand: \$0.00
Fees Already Taken: \$0.00
Unaudited Total Due: \$30,380.18

1934818

b
Vehicle crammed down to \$13,000 as automatic stay was stolen 11/18/19 by ATTY M. J. J. J.

Chapter 13 Plan Information

b No \$4006
agreement
to dismissed and
no confirmation

Debtor Patricia A. Breckenridge Case Number 19 B 34818

Co-Debtor _____ Your Attorney Veronica D. Joyner

Your monthly Payments \$ 402.00

Pursuant to '1326(a)(1) of the Bankruptcy Code, your first monthly plan payment is due within thirty days of filing. That date is **January 10, 2020.**

Failure to make your Chapter 13 payments when due can result in dismissal of your case.

- *All payments must be made by money order or cashier's check.
- *Write your **NAME** and **CASE NUMBER** on the money order or cashier's check
- ***Cash is not accepted nor personal checks.**
- *Payments should be made out to Office of the Chapter 13 Trustee and mailed to the following address:

**Tom Vaughn
Chapter 13 Trustee
P.O. Box 588
Memphis, TN 38101-0588**

This address is a Bank Lock Box. Walk in Payments cannot be processed. Do not send payments by Express or Certified Mail.

You can make your bankruptcy payments online by transferring funds from your bank account to the Chapter 13 Trustee. The fee for the service is \$1.00 per transaction. Visit the Trustee's website at www.13network.com to setup your account.

Tom Vaughn is the trustee in your case.

Payroll Deductions

If payments are being deducted from your paycheck, you are responsible for all payments until your employer actually deducts money from your wages. It usually takes 30 to 90 days for payroll deductions to begin. During that period, mail your payments to the address listed above.

If you have any questions concerning your plan payments, you may call the Trustee's office.

b No \$4000 agreement signed
Chapter 13 Plan Information

Debtor Patricia Breckenridge

Case 19-34818

Monthly Payment \$ \$402

Pursuant to 1326(a) (1) of the Bankruptcy Code, your first payment is due within thirty days of filing your petition.

Failure to make your Chapter 13 payments may result in dismissal of your case.

*All payments must be made by **Cashier's Check** or **Money Order**.

***Cash and personal checks are not accepted!**

* **Also, our office does not support Internet wire transfers!**

***Money Orders** and **Cashier's Checks** are to be made payable to:

TOM VAUGHN, TRUSTEE

*Write your **Name and Case Number** on the **Money order** or **Cashier's check**. Please retain a copy of all receipts for payments to the Trustee for your records.

*Payments are **NEVER** to be made at our office. You must mail your **Cashier's check** or **Money order** to:

Tom Vaughn
Chapter 13 Trustee
P.O. Box 588
Memphis, TN 38101-0588

Express or overnight payments can only be made via the United States Postal Service.

If, at some point in your case, you receive a motion to dismiss your case for nonpayment, you need to contact your attorney and present your attorney with proof of payments made and payments to cure the default. ***Do not bring the funds to our office.***

Payroll:

If payments are being deducted from your paycheck, you are responsible for all payments until your employer forwards this office money withheld from your wages. It usually takes 4 to 6 weeks for payroll deductions to begin. During that period, mail your payments to the address listed above.

If you have any questions concerning your plan payments, you may call the Trustee's office at 312 294-5900.

6:23



625 14C55/3-114

May 19

1:12 PM

Edit

Section 9-611 of the Uniform Commercial Code, but none of the information required by this notice shall be construed to impose any requirement under Article 9 of the Uniform Commercial Code.

(2) With respect to the repossession of a vehicle used primarily for personal, family, or household purposes, the lienholder shall also deliver or mail to the owner at the owner's last known address an affidavit of defense. The affidavit of defense shall accompany the notice of redemption required in subdivision (f-5)(1) of this Section. The affidavit of defense shall (i) identify the lienholder, owner, and the vehicle; (ii) provide space for the owner to state the defense claimed by the owner; and (iii) include an acknowledgment by the owner that the owner may be liable to the lienholder for fees, charges, and costs incurred by the lienholder in establishing the insufficiency or invalidity of the owner's defense. To stop the transfer of title, the affidavit of defense must be received by the lienholder no later than 21 days after the date of mailing or delivery of the notice required in subdivision (f-5)(1) of this Section. If the lienholder receives the affidavit from the owner in a timely manner, the lienholder must apply to a court of competent jurisdiction to determine if the lienholder is entitled to possession of the vehicle.

(3) Upon selling the vehicle to another person, the lienholder need not send the certificate of title to the Secretary of State, but shall promptly and within 20 days mail or deliver to the purchaser as transferee (i) the



*** Send Results ***

15

Sending is complete.

Job No.
Address
Name
Start Time
Call Length
Sheets
Result

2393
9726077361
12/23 05:38 PM
01:32
9
OK

C

Faxed

FAX

Within
21 days after
12/4/19 repossession
Vin# 5N1AT2M V8FC904372
Act# 90102431195880001
2015 Nissan Rogue Z32062H
Patricia Breckenridge

To: Nissan Recovery

From:

9(800) 777-6700

Pages:

8 Licence 862568161810

FAX (972) 607-7361

Date:

12/23/19

Re: Breach of the Peace

cc:

NMAE Specialist

Affidavit of Defense 625 LCS 5/3-114

☒ Urgent ☐ For Review ☐ Please Comment ☐ Please Reply ☐ Please Recycle

Chpt B Case # 19 B 34818 2015 Nissan Rogue Return
from Repossession

Comments:

13

1st - the lawyer
2nd - the lawyer looked at the Chpt 1
3rd - the lawyer looked at the Chpt 1
4th - the lawyer looked at the Chpt 1
5th - Judge signed the order
per Brad Foreman, ARDC
in 4/20

C
Mailing Date: 12/10/2019

C + E
Lienholder:
NISSAN MOTOR ACCEPTANCE CORPORATION
P.O. Box 660366
Dallas Texas 75266-0366
800.777.6700

Owner(s):
Buyer: Patricia Breckenridge
Co-Buyer:

Account Number: 90102431195880001
Year/Make/Model: 2015/NISSAN/ROGUE AWD
VIN: 5N1AT2MV8FC904372

AFFIDAVIT OF DEFENSE /Breach of the Peace

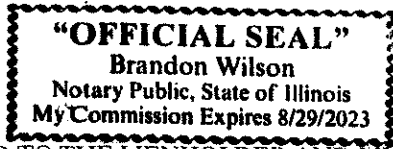
I, Patricia Breckenridge (Your Name) hereby swear that I have a bona fide defense to the application of NISSAN MOTOR ACCEPTANCE CORPORATION for the transfer title and issuance of a new Certificate of Title to the above referenced vehicle, which was repossessed from me on 12/04/2019 (Date of Repossession).

The defense claimed is as follows: Amt owed \$31,296.22 / \$44,547.23 = 70%, so 30% paid.
According to 625 ILCS 5/3-114 owner paid 30% of contract balance.
Owner's property was unlawfully repossessed per attached delinquent
30% paid allows owner to be notified of repossession in 3 days and
sue letter in 10 days that was Breach of the Peace, to be notified later or
illegal. Owner has Chpt 13 refiled 19-B-34818 and proof of Progressive insurance
Owner has made payment to Trustee Tom Vaughn, next payment due February 10th
I further state that I realize if my defense is insufficient or invalid, I may be liable to the Lienholder for the fees, charges and costs
incurred by the Lienholder in establishing the insufficiency or invalidity of the Owner's defense. Owners belongings not retrieved

~~Patricia A Breckenridge~~
(Signature)
1418 E Hyde Park Blvd Apt 204
(Address)
Chicago, IL 60615
(City, State, Zip)

Notary

Brandon Wilson



THIS AFFIDAVIT OF DEFENSE SHALL BE MAILED TO THE LIENHOLDER AND MUST BE RECEIVED BY THE LIENHOLDER WITHIN 21 DAYS AFTER THE MAILING DATE SHOWN ABOVE.

Done Rite Recovery Services Inc.
3056 E 170th St
Mantoloking, IL 60438

12/12/2019
Case #: 2078117409
Reference #: 187025
Acct #: 4179544

Debtor

PATRICIA BRECKENRIDGE
1418 E Hyde Park Blvd
Chicago, IL 60615

Lien Holder

NISSAN LOSS RECOVERY

Vehicle

2015 Nissan Rogue
VIN: 5N1AT2MV8FC904372

Prepared on: 12/12/2019 at 10:43:14

The following items were recovered from the above vehicle on: 12/04/2019

I hereby certify, under penalty of perjury, that the above items were the only personal effects or personal property recovered from this vehicle.

I understand that falsification of an inventory report is grounds for suspension or revocation of a license.

Personal property can be picked up by APPOINTMENT ONLY. Please verify if any fees are due at time of pick-up. 708-418-4315.

All personal property will be disposed of AFTER 45 DAYS in storage if left unclaimed. Personal license plates left unclaimed after 45 days will be destroyed.

In some state jurisdictions, repossession agencies are required to provide you, no later than 48 hours after the recovery of collateral, with an inventory or personal effects or personal property recovered during repossession unless the 48-hour period encompasses a Saturday or Sunday, or a posted holiday, then the inventory shall be provided no later than 96 hours after the recovery of the collateral.

Damage to a vehicle while the vehicle is in the possession of the repossession agency is the responsibility of the repossession agency.

A mechanical or tire failure is not the responsibility of the repossession agency unless the failure is due to the negligence of the repossession agency.

THIS VEHICLE WAS REPOSSESSED AT THE REQUEST OF THE NISSAN LOSS RECOVERY BY Done Rite Recovery Services Inc. on 12/04/2019

Please contact the lienholder if you have any questions regarding why your vehicle was repossessed or about the process of redeeming your vehicle.

Signature of Person Taking Inventory

Date

18

Product Tracking & Reporting



Home Search Reports Manual Entry Rates/Commitments PTR / EDW USPS Corporate Accounts December 23, 2019

USPS Tracking Intranet Tracking Number Result

Result for Domestic Tracking Number 9214 8901 7048 4200 0001 1435 58

Destination and Origin		
Destination		
ZIP Code	City	State
60615	CHICAGO	IL
Origin		
ZIP Code	City	State
75099	COPPELL	TX

Tracking Number Classification	
Class/Service	Class/Service: First-Class Mail® Class of Mail Code/Description: FC / First Class
Destination Address Information	Address: 1416 E HYDE PARK BLVD APT 204 City: CHICAGO State: IL 5-Digit ZIP Code: 60615 4-Digit ZIP Code add on: 3051 Delivery Point Code: 54 Record Type Code: Building/Apartment Delivery Type: Residential, Central
Service Delivery Information	Service Performance Date: Expected Delivery by: Saturday, 12/14/2019 PO Box: N Other Information: Service Calculation Information
Payment	Weight: 0 lb(s) 0 oz(s)
Agent Information	

Extra Services

Extra Services Details

Description	Amount
Certified Mail	
Return Receipt Electronic	

Events

Event	Event Code	Event Date	Event Time	Location	Input Method	Scanner ID	Carrier Route	Posting Date / Time (Central Time)	Other information
DELIVERED	01	12/18/2019	13:30	CHICAGO, IL 60653	Scanned	POS5250151		12/18/2019 13:55:12	<div>View Delivery Signature and Address</div> <div>Facility Finance Number: 161525</div> <div>Request Delivery Record</div>
IN TRANSIT TO NEXT FACILITY	NT	12/17/2019	12:00		System Generated			12/17/2019 12:14:05	
	56	12/17/2019	11:01		Scanned				

Event	Event Code	Event Date	Event Time	Location	Input Method	Scanner ID	Carrier Route	Posting Date / Time (Central Time)	Other Information
NO AUTHORIZED RECIPIENT AVAILABLE				CHICAGO, IL 60615		MDD 14209D84A0 (non-wireless)	Scanned by route 0615C073	12/17/2019 16:09:05	GEO Location Data Available 3849 ID: 5293060608970290
IN TRANSIT TO NEXT FACILITY	NT	12/16/2019	12:00		System Generated			12/16/2019 12:17:05	
IN TRANSIT TO NEXT FACILITY	NT	12/15/2019	12:00		System Generated			12/15/2019 12:13:04	
IN TRANSIT TO NEXT FACILITY	NT	12/14/2019	12:00		System Generated			12/14/2019 12:15:05	
ENROUTE/PROCESSED	10	12/13/2019	17:00	CHICAGO, IL 60607	Scanned	DBCS-372-	Destined to route 60615305154	12/13/2019 17:08:03	
ENROUTE/PROCESSED	10	12/13/2019	08:29	CHICAGO, IL 60607	Scanned	DBCS-369-	Destined to route 60615305154	12/13/2019 08:33:07	
IN TRANSIT TO NEXT FACILITY	NT	12/12/2019	12:01		System Generated			12/12/2019 12:13:03	
ENROUTE/PROCESSED	10	12/11/2019	00:01	COPPELL, TX 75099	Scanned	DIOSS-009-	Destined to route C073	12/11/2019 00:05:06	
ACCEPTED AT USPS FACILITY	UA	12/10/2019	23:01	COPPELL, TX 75099	System Generated			12/11/2019 00:08:06	

Enter up to 35 items separated by commas.

Select Search Type: Quick Search

Submit

Product Tracking & Reporting, All Rights Reserved
Version: 20.1.1.0.5

3056 E. 170th Street
Lansing, Illinois 60438

1. The first step in the process of identifying a problem is to recognize that a problem exists. This involves gathering information about the situation and identifying the specific issue that needs to be addressed.

2. Once a problem has been identified, the next step is to define the problem clearly. This involves stating the problem in a concise and specific manner, identifying the scope of the problem, and determining the goals that need to be achieved.

3. The third step in the process is to generate potential solutions. This involves brainstorming ideas and considering different approaches to solving the problem. It is important to consider a wide range of options and to evaluate the potential benefits and drawbacks of each.

4. The fourth step is to select a solution. This involves evaluating the potential solutions and choosing the one that is most likely to be effective. This decision should be based on a careful analysis of the pros and cons of each option.

5. The final step in the process is to implement the solution. This involves putting the chosen solution into action and monitoring the progress of the implementation. It is important to stay flexible and to be prepared to make adjustments as needed.

7019 11.20 0000 0950 4735



12-3-19

to all agents

100-443881-1

[illegible]

NOTIFICATION TO DEBTOR

Date of Notice: Dec 12, 2019

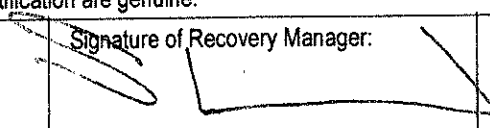
Date of Repossession: Dec 4, 2019

Identity of Debtor	
Name of Debtor: PATRICIA BRECKENRIDGE	
Street Address: 1418 E HYDE PARK BLVD	
City: CHICAGO IL 60615	Phone Number:

Description of Collateral Repossessed
2015 NISSAN ROGUE, VIN #5N1AT2MV8FC904372

Identity of Repossession Agency			
Full Legal Name or Authorized Trade Name of Repossession Agency: DONE RITE RECOVERY SERVICES			Repossession Agency License Number: 124386R
Location of Whereabouts of Debtor's Personal Effects or Property			
Street Address: 3056 E 170TH ST			
City: LANSING	State IL	Zip Code: 60438	Phone Number: 708-418-4315
Hours of Operation: MON-FRI 12:00 PM TO 4:30 PM			

The purpose of this notice is to notify you as the Debtor that you, the Debtor, or your lawful designee, may appear to retrieve your personal effects or other property not covered by a security agreement contained in or on the repossessed collateral at the location listed above. The licensed repossession agency shall surrender said property to you, the Debtor, or your lawful designee, upon payment of any reasonably incurred expenses for inventory and storage. This notice does **NOT** serve as a notice to dispose of the personal property and effects not covered by a security agreement contained in or on the repossessed collateral.

Verification		
The undersigned certifies that all information presented in this notification is true, correct and complete and that copies of any documents attached as part of this notification are genuine.		
Name of Recovery Manager: STEPHEN MORANDI	Signature of Recovery Manager: 	Recovery Manager License Number: 181777MR

Patricia Breckonridge

DATE OF CONTRACT: 7/22/20
CONTRACT NO. 116

COUNTY: [blank] ZIP CODE: [blank]

COUNTY: [blank] ZIP CODE: [blank]

VEHICLE'S NAME AND ADDRESS: [blank]

VEHICLE'S MAKE, MODEL, YEAR, COLOR, AND OTHER FEATURES:

VEHICLE'S MAKE	VEHICLE'S MODEL	VEHICLE'S YEAR	VEHICLE'S COLOR	VEHICLE'S OTHER FEATURES
NISSAN	CD	2010	LEATHER	CD, RUMPER, INTERIOR, COLOR, KEY CODE

VEHICLE'S MAKE, MODEL, YEAR, COLOR, AND OTHER FEATURES:

VEHICLE'S MAKE	VEHICLE'S MODEL	VEHICLE'S YEAR	VEHICLE'S COLOR	VEHICLE'S OTHER FEATURES
NISSAN	CD	2010	LEATHER	CD, RUMPER, INTERIOR, COLOR, KEY CODE

STATEMENT OF INSURANCE

We have the option to obtain the required coverages, and any optional coverages you desire, from a person of your choice and through any insurance company authorized to transact business in Illinois, or through a company owned or controlled by you.

VEHICLE INSURANCE

Required Coverages

You are required to maintain insurance on the vehicle for at least collision deductible, or equivalent coverages, until you pay off this contract. You elect to obtain the required coverages from Seller, the coverages are listed by (name of company) and the premium and term are as follows:

Coverage	Deductible	Term	Premium
Collision	\$ 1,000	12 mos.	\$ 116.00
Comprehensive	\$ 1,000	12 mos.	\$ 116.00

Optional Coverages

These coverages are optional and are not required by Seller. If obtained through Seller, the premium and term are as follows:

Coverage	Limits	Term	Premium
Bodily Injury	\$ 100,000	12 mos.	\$ 116.00
Property Damage	\$ 100,000	12 mos.	\$ 116.00

policy or certificate of insurance for description of terms, conditions and deductible.

ALL VEHICLE INSURANCE PREMIUMS: \$ 116.00

PROPERTY DAMAGE CAUSED TO OTHERS IS NOT INCLUDED IN CONTRACT UNLESS CHARGES FOR IT ARE SHOWN ABOVE.

SIGNING THIS CONTRACT WITH THE ABOVE VEHICLE INSURANCE PREMIUMS IN IT, YOU VOLUNTARILY ELECT TO INCLUDE THOSE PREMIUMS IN THE AMOUNT FINANCED.

CREDIT INSURANCE

Life Insurance and Credit Disability Insurance are not required to obtain credit and will not be provided unless you sign and agree to pay the cost. If you purchase Credit Life Insurance, it will pay the balance that is owed if all payments as originally scheduled have been timely made the death of the named insured and the cause of death is not excluded, a maximum of \$ 100,000. If you purchase Credit Disability Insurance, it will pay the payments as originally scheduled up to a maximum of \$ 100,000 while the named insured is disabled as defined in the policy, subject to minimum disability period and up to a maximum amount of \$ 100,000. Policies or certificates issued by the company will more fully describe all terms and conditions. These coverages are available from (name of company) of (home address) for the amount shown below. You want

DISCLOSURES PURSUANT TO TRUTH-IN-LENDING ACT

ANNUAL PERCENTAGE RATE
(The cost of your credit as a yearly rate.) 9.99%

FINANCE CHARGE
(The dollar amount the credit will cost you) \$ 1,160.00

Amount Financed (The amount of credit provided to you or on your behalf.) \$ 10,000.00

Total of Payments (The amount you will have paid after you have made all payments as scheduled.) \$ 11,160.00

Total Sale Price (The total price of your purchase on credit, including your downpayment of \$ 1,000.00) \$ 11,160.00

Payment Schedule. Your payment schedule will be:

NUMBER OF PAYMENTS	AMOUNT OF EACH PAYMENT	PAYMENTS ARE DUE
One Payment of \$	N/A	On 7/22/20
Payments of \$	116.00	Monthly, Beginning 7/22/20
Payments of \$	116.00	Monthly, Beginning 7/22/20
One Final Payment of \$	1,000.00	On 7/22/20

SECURITY INTEREST: You are giving a security interest in the vehicle being purchased.

LATE CHARGE: If payment is more than 10 days late, you will be charged 5% of the installment on installments in excess of \$200, or \$10 on installments of \$200 or less.

PREPAYMENT: If you pay off in full early, you will not have to pay a penalty. See the reverse side of this contract for additional provisions about nonpayment, default, any required repayment in full before the scheduled date and security interests.

ITEMIZATION OF THE AMOUNT FINANCED

Item	Amount
1 Vehicle (Incl. Acc.)	\$ 10,000.00 (1)
2	\$ 0.00 (2)
3	\$ 0.00 (3)
4	\$ 0.00 (4)
5	\$ 0.00 (5)
6	\$ 0.00 (6)
7	\$ 0.00 (7)
8 Subtotal (1+2+3+4+5+6+7)	\$ 10,000.00
9 Downpayment	\$ 1,000.00 (A)
A Trade-in (Gross Value)	\$ 1,000.00 (B)
B Less Trade-in Payoff paid to	\$ 0.00 (C)
C Net trade-in allowance (A-B)	\$ 0.00 (D)
D Cash Downpayment at Closing	\$ 1,000.00 (E)
E Rebate type (if any)	\$ 0.00 (F)
F Deferred Downpayment Due	\$ 0.00 (G)

Documents before signing this contract if you elect either of these same

OTHER OPTIONAL INSURANCE
Other optional insurance is not required to obtain credit. Your decision to buy or not buy other optional insurance will not be a factor in the credit approval process. It will not be provided unless you sign and agree to pay the extra cost.

☐ _____ mos. \$ _____ Premium _____
Type of Coverage Term Premium
Provider Name: _____
Address: _____
☐ _____ mos. \$ _____ Premium _____
Type of Coverage Term Premium
Provider Name: _____
Address: _____
TOTAL OTHER OPTIONAL INSURANCE PREMIUMS: \$ 1111
You want the credit and/or other optional insurance checked above. We will apply for this insurance on your behalf.

NOTICE OF POSSIBLE REFUND OF CREDIT LIFE OR DISABILITY INSURANCE PREMIUM
(1) IF YOU HAVE PURCHASED EITHER CREDIT LIFE OR DISABILITY INSURANCE, OR BOTH, TO GUARANTEE PAYMENTS BEING MADE IN CASE OF YOUR DEATH OR DISABILITY, ON YOUR VEHICLE PURCHASED UNDER AN INSTALLMENT SALES CONTRACT, YOU MAY BE ENTITLED TO A PARTIAL REFUND OF YOUR PREMIUM IF YOU PAY OFF YOUR INSTALLMENT LOAN EARLY.
(2) IN CASE OF EARLY COMPLETE PAYMENT OF YOUR LOAN YOU SHOULD CONTACT THE SELLER OF YOUR CREDIT LIFE OR CREDIT DISABILITY INSURANCE TO SEE IF A REFUND IS DUE. IF YOUR VEHICLE DEALER FINANCED YOUR LOAN, THE SELLER OF YOUR CREDIT LIFE OR CREDIT DISABILITY INSURANCE IS YOUR VEHICLE DEALER.

GUARANTEED AUTO PROTECTION ("GAP") AGREEMENT (OPTIONAL)

This GAP Agreement, or debt cancellation agreement, is not required to obtain credit and will not be provided unless you sign and agree to pay the cost indicated below. This GAP Agreement is available from _____ (name of provider) of _____ (provider's address) for the amount shown below. The contract or certificate issued by the provider will more fully describe all the terms and conditions of this GAP Agreement.
Term _____ months Cost \$ 1000.00
Buyer and Co-Buyer want this GAP Agreement.

SIGNATURE/DIRECTPAY AUTHORIZATION AGREEMENT (Not required. Please complete and sign if you want this option.)

You agree to let us debit the payments shown in this contract from your account electronically when they are due. The payments will be debited from the Bank or other financial institution listed below. You also agree to let your Bank honor the debit requests. You agree to continue to make your payments until you are notified by us that the debit payment process is engaged. This agreement will be in effect until all the payments have been made. For your last payment, we will provide you with prior notice and explanation of the accrued charges before we debit your account for this payment. You can stop the debits at any time by giving us and your Bank written notice to cancel that allows a reasonable period of time for us to act. You agree that we will not send you paper monthly billing statements. You will be able to view your monthly billing statement electronically by logging in and registering at www.nissanfinance.com. You agree to provide us a voided check that has the Bank name, branch address and account number so we can arrange the debits.

SIGNATURE/DATE (BUYER OR CO-BUYER)

SIGNATURE/DATE (BANK OR OTHER FINANCIAL INSTITUTION) (IF CO-BUYER)

BANK NAME

SEE OTHER SIDE FOR ADDITIONAL TERMS AND CONDITIONS, INCLUDING DISCLAIMER OF WARRANTIES, WHICH ARE A PART OF THIS CONTRACT.

Agreement to Arbitrate: By signing below, you agree that, pursuant to the Arbitration Clause in this contract, you or we may elect to resolve disputes by neutral, binding arbitration and not by a court action. READ THE ARBITRATION CLAUSE ON THE REVERSE SIDE BEFORE SIGNING HERE.

Buyer signature: _____ Co-Buyer signature: _____

The Annual Percentage Rate May Be Negotiable With The Dealer.

NOTICE TO THE BUYER - 1. DO NOT SIGN THIS AGREEMENT BEFORE YOU READ IT OR IF IT CONTAINS ANY BLANK SPACES. 2. YOU ARE ENTITLED TO AN EXACT COPY OF THE AGREEMENT YOU SIGN. 3. UNDER THE LAW YOU HAVE THE RIGHT, AMONG OTHERS, TO PAY IN ADVANCE THE FULL AMOUNT DUE AND UNDER CERTAIN CONDITIONS MAY SAVE A PORTION OF THE FINANCE CHARGE. KEEP THIS CONTRACT TO PROTECT YOUR LEGAL RIGHTS. UNLESS CHARGES FOR LIABILITY INSURANCE ARE REFLECTED UNDER "OPTIONAL COVERAGES" IN THE "STATEMENT OF INSURANCE" AND IN LINE 11G UNDER "ITEMIZATION OF AMOUNT FINANCED", THE FOLLOWING STATEMENT APPLIES:

NO PUBLIC LIABILITY INSURANCE ISSUED WITH THIS TRANSACTION

BUYER ACKNOWLEDGES RECEIPT OF A FULLY COMPLETED COPY OF THIS RETAIL INSTALLMENT CONTRACT WITH NO BLANK SPACES.

RETAIL INSTALLMENT CONTRACT

Buyer sign here _____
Address _____
Zip _____ Phone _____
Seller's Name _____

Co-Buyer sign here _____
Address _____
Zip _____ Phone _____
Seller's Address _____
By _____ Title _____

STATE & ADAMS

0001 8890421 0021



Pay

Five Hundred and 00/100 Dollars

To The TOM VAUGHN TRUSTEE
Order Of

NOV 18TH COURT DATE PAST DUE PAYMENT

Remitter (Purchased By): PATRICIA BRECKENRIDGE

Bank of America, N.A.
SAN ANTONIO, TX

STAR NORTH MANAGEMENT, LLC

4536 N. ELSTON AVE.
CHICAGO, IL 60630

NORTH SHORE COMMUNITY BANK & TRUST CO.

70-2544/719

283981

3/5/2020

TO THE
OF Tom Vaughn Chapter 13

\$ **402.00

Four Hundred Two and 00/100*****

DOLLARS

Tom Vaughn Chapter 13
Trustee
PO Box 588
Memphis TN 38101-0588

MEMO

Case # 19B34818, Driver 104779

VALID VALID
VALID VALID
VALID VALID
VALID VALID

AUTHORIZED SIGNATURE

⑈ 283981 ⑈ ⑆071925444⑆ ⑈ 3805283023 ⑈

STAR NORTH MANAGEMENT, LLC

283981

Tom Vaughn Chapter 13
40250 · Driver CC Daily Settlements

Driver 104779

3/5/2020

402.00

Patricia Breckenridge

Wintrust #3023

Case # 19B34818, Driver 104779

402.00

STAR NORTH MANAGEMENT, LLC

283981

Tom Vaughn Chapter 13
40250 · Driver CC Daily Settlements

Driver 104779

3/5/2020

402.00

Patricia Breckenridge

Wintrust #3023

Case # 19B34818, Driver 104779

402.00

3:10

Document Page 44 of 47



ndc.org



Case Number: 1934818



TRUSTEE: Tom Vaughn (Chicago, IL)

NDC CASE STATUS: DISMISSED

Data Last Updated **Jul 19, 2020**

Total Paid into Plan **\$1,206.00**

Petition Filed on **Dec 10, 2019**

RECENT PAYMENTS

03/11/2020

EMPLOYER PAYROLL

DEDUCTION CHECK

\$402.00

02/19/2020



3:17

**Re: Refund of Chapter 13 payments**

June 4, 2020

Mark Wheeler
Bankruptcy Attorney
US Bankruptcy Court
Northern District of Illinois
219 S. Dearborn
Chicago, IL 60604

9

Dear Atty Mark Wheeler,

Joanne of Legal Aid gave me your email and said that you would refund my Chapter 13 payments and attorney fees as the Judge didn't confirm or continue my 19 B 34818 case. Please return my payments and attorney fees ASAP.

Please send information on how to rebuild my credit and have the bankruptcy taken off my credit report.

Please send Trustee approval or documentation of payments and attorney fees or contingency fees being returned to me.

Thank you for your time with this matter.

Sincerely,
Patricia Breckenridge
19 B 34818

Sent from Yahoo Mail for iPhone



Trash



Archive



Move



Reply



More

3:16



< Re: Refund of Chapter 13 payments

9

On Jul 4, 2020, at 4:10 AM, Patricia Breckenridge

<patriciabreckenridge@yahoo.com> wrote:

Atty Wheeler please inform me of when my payments will be returned. I can't afford to pay creditors after dismissal.

Sent from Yahoo Mail for iPhone

On Friday, June 5, 2020, 5:09 PM, Mark Wheeler
<MWheeler@tvch13.net> wrote:

Ms. Breckenridge – Your case is handled the same as every other case we administer as follows:

Once your case is **dismissed** (Your case has not been dismissed it has simply been **DENIED** plan confirmation on June 1, 2020) then all monies we are **holding** will be returned to you on our next regularly scheduled disbursement date following the date of dismissal. We disburse on the last business day of each month. Right now you paid in a total of \$1206.00 and \$440.13 of that was properly disbursed to the secured creditors pursuant to your plan. The balance would be returned on the next disbursement day following dismissal, which has NOT occurred yet. **No attorney fees have been awarded yet but Ms. Joyner has a fee petition that was pending so I would follow that closely if you object to any fees being awarded.** I will ask my assistant to

Nissan
creditor
payment
tampered
with on my
NDC acct.
National
Debt Center



Trash



Archive



Move



Reply



More

3:16



g

Re: Refund of Chapter 13 payments



Mark Wheeler

To Patricia Breckenridge

Jul 4 at 7:46 AM

Ms. Breckenridge - Please see the portion I have highlighted below. There was an order allowing Ms. Joyner attorney fees of \$3,710.00 on June 29, 2020. **The problem is you aren't reading things.** You won't be getting fees back as we are required to pay that fee order. Thanks, Mark

Mark S. Wheeler, Esq.
Senior Staff Attorney
Tom Vaughn, Trustee
55 East Monroe Street, Suite 3850
Chicago, Illinois 60603
P 312-542-0112
E. mwheeler@tvch13.net

[View more](#)



Trash



Archive



Move



Reply



More